

Questions/Answers
As of 7/19/06

- **Question 1** – What is the duration of the upcoming contract?
- **Answer 1** – The contract for Ames Laboratory will include an estimated 60-day transition period (award date through December 31, 2006), and a 5-year performance period (January 1, 2007 through December 31, 2011). (See Clause F.1, Period of Performance). Pursuant to Clause F.2, Award Term Incentive (Special), the Contractor may earn up to an additional 15 years of term based on performance. Potentially, the duration of the entire contract could be 20 years from assumption of full responsibility for Ames Laboratory, January 1, 2007.
- **Question 2** – Section H.5 II (b) – Due to the unique nature of the relationship between AMES & ISU, ISU provides many services through the DOE-approved overhead that other labs treat as allowable expenses (e.g. snow removal, roads & grounds, treasury and payroll services, etc.) and perform with their own staff or subcontractors. Our assumption is that these expenses are not intended to be covered by Section H.5II(b) and therefore would be treated as allowable expenses. In addition, Section H.35 of our current agreement providing for university indirect costs has been deleted. Please confirm our interpretation and let us know, if we are the successful bidder, when we will be able to discuss an advance agreement on these issues, including reinstating clause H.35 of the current agreement or similar.
- **Answer 2** – It was unclear to the SEB which DOE-approved overhead rate the question refers to. If the services that ISU provides Ames Laboratory through the DOE-approved overhead rate, meaning General & Administration, or Site-Support rates, then the answer is “Yes”. Those expenses are not intended to be covered by Section H.5II(b). However, if the services that ISU provides Ames Laboratory through the DOE-approved overhead rate, meaning the 4.8% Health and Human Services rate, then the answer is “No”. Those expenses are intended to be covered by Section H.5II(b).

Any advance agreement regarding Home Office expenses, if requested by the selected Offeror, will be considered by the Contracting Officer after contract award.

- **Question 3** – Section H-19 requires a separate pension plan. Secretary Bodman has suspended Order 351.1 for a year until the Department of Energy and Congress can reach an agreement on the pension and benefits issue. Related communications were sent to the DOE/SC laboratories reinstating all original human resources clauses and directives. If we are the successful bidder, we request that the terms of our current contract be allowed to remain in place until this issue is finally decided and specific instruction is given by the Department for

any new policies or procedures. This request involves leaving current contract Section H-32 in the new contract, modification of transition instructions regarding human resources matters, and the removal of the proposed Appendix A. Will the SEB amend the RFP to accommodate the suspension of the Order?

- **Answer 3** – DOE Notice 351.1, Contractor Pension and Medical Benefits Policy, has been suspended for one year. The relevant DOE Human Resources Order 350.1, Contractor Human Resources Management Programs, has not been suspended and is included in Section J, Appendix I, DOE Directives, of the RFP. The referenced Notice is not included in the RFP, and the RFP reflects current DOE policy, therefore the RFP will not be amended in this regard.

Offerors are strongly advised to propose based on the current requirements of the RFP, which will constitute the terms and conditions of the awarded contract.

- **Question 4** – Section J Attachment J.2, Appendix B – Will the successful bidder be given the opportunity to negotiate the terms of the Performance Evaluation Measurement Plan after award? Clarifications
- **Answer 4** – Offerors are strongly advised to propose based on the current requirements of the RFP, which will constitute the terms and conditions of the awarded contract.
- **Question 5** – Section H.18(a) allows the contractor to bid a separate corporate entity to operate the Laboratory or to bid the Laboratory as a separate operating unit of the parent organization. Section H.18(b) states that if the contract is bid as a separate corporate entity the entity's parent organization must guarantee performance as evidenced by the Performance Guarantee at Section J, Attachment J.12. If the contract is bid as separate operating unit of the parent organization, we assume that per H.18(a), the Performance Guarantee is not required. Please clarify that this interpretation is correct and, further clarify that Section L.13 which appears to require a performance guarantee refers only to Section H.18(b), separate corporate entities.
- **Answer 5** – The Performance Guarantee, at Section J, Attachment J.12 and Provision L.13, Requirement for Guarantee of Performance, is only required by an Offeror submitting a proposal as a separate corporate entity pursuant to the requirements of Clause H.18(b).
- **Question 6** – Section I.118 dealing with preexisting conditions appears to be appropriate for inclusion if a contractor other than the incumbent is selected. This clause requires DOE to reimburse for certain liabilities arising out of conditions which occurred before the contractor assumed responsibility. If the incumbent is selected it would appear that the I.100 clause in the current contract would be more appropriate. Please indicate whether or not DOE would consider

substituting the language of the current clause I.100 for RFP I.118 if the incumbent is awarded the contract?

- **Answer 6** – With the award of the new contract, Clause I.118, Preexisting Conditions, Alternate II, accurately reflects the responsibilities, duties, and liabilities of DOE and selected Offeror under this new contract.
- **Question 7** – Section H.22 is a new clause regarding Workers’ Compensation. As an institution of the State of Iowa, by law, Iowa State University participates in the self insurance pool under the control of the state Department of Administrative Services. Iowa Code §8A.457. This program does not qualify as a “service-type insurance policy” under H.22(b). Since our program is governed by state law, please indicate whether or not DOE would consider approval of our arrangement for Workers’ Compensation?
- **Answer 7** – Clause H.22 provides for Contracting Officer approval of a “different arrangement” other than a “service-type insurance policy that endorses the Department of Energy Incurred Loss Retrospective Insurance Rating Plan...” This approval would occur post-award, subsequent to Contracting Officer review of the awardee’s Workers’ Compensation Plan.
- **Question 8** – Section I.73 refers to “Sensitive Foreign Nations Controls” requirements which were not attached to the RFP. Previously AMES has not had this clause in its contract as well as other clauses regarding classified research as AMES is prohibited from maintaining classified material on-site. Will I.73 be a required part of the final contract? If so, please supply the referenced attachment.
- **Answer 8** – Clause I.73, Sensitive Foreign Nations Controls, will be part of the final contract. The referenced attachment will be incorporated via an amendment to the RFP.
- **Question 9** – Section M.4(a)3 – This criterion is not referenced in Section L and appears to be left over from a previous RFP. We request that this section be deleted since we have no User Facilities. Directives
- **Answer 9** – The SEB agrees with this comment and Section M.4(a)3 will be formally deleted via amendment to the RFP.
- **Question 10** – O 142.2 Safeguards Agreement and Protocol with the International Atomic Energy Agency – The Office of International Safeguards maintains an Eligibility List for facilities subject to this Order. DOE/CH verified with DOE/HQ International Safeguards that AMES is not on the Eligible Facilities List, and is not designated for future eligibility; therefore, we request that this Order not be included in the contract.

- **Answer 10** – DOE Order 142.2, Safeguard Agreement and Protocol with the International Atomic Energy Agency, will be deleted via formal amendment to the RFP.
- **Question 11** –M 470.4-3 Chg. 1 Protective Force. The ISU Department of Public Safety serves as the primary Local Law Enforcement Agency (LLEA) responder for AMES at no cost to DOE. As a result, the AMES Protective Force does not require law enforcement training to the standard mandated by the referenced manual. We request that this manual be removed from the list of directives, if ISU is the successful bidder.
- **Answer 11** – DOE Manual 470.4-3, Chg.1 Protective Force, will not be deleted from the RFP. Offerors are strongly advised to propose based on the current requirements of the RFP, which will constitute the terms and conditions of the awarded contract. Any modification to the List of Directives, if requested by the selected Offeror, may be considered by the Contracting Officer after contract award.
- **Question 12** –M 481.1-1A Chg 1 Work for Others (Non-Department of Energy Funded Work). Order 481.1B was cancelled subject to inclusion of DEAR 970.5217-1 in the contract. DEAR 970.5217-1 is incorporated in the RFP contract at Clause I.98. Clause I.98 makes the use of M 481.1-1A Chg 1 optional if the contractor has already developed terms and conditions approved by DOE. Inclusion of M.481.1-1A Chg 1 in the list of directives takes the option away from the contractor. We request that this manual be removed from the list of directives.
- **Answer 12** – The SEB believes that inclusion of M 481.1-1A Chg.1 in the List of Directives does not take any option away from the contractor. Therefore, M 481.1-1A Chg.1 will remain in the List of Directives.
- **Question 13** –Order 470.3A, 11/29/05, Design Basis Threat Policy – The RFP includes this directive, but it is classified and AMES cannot have Classified Material on site. An unclassified version of the DOE Design Basis Threat (DBT) Policy was reviewed by AMES and it was determined that the new DBT will have no impact on the Laboratory and that an implementation plan is unnecessary. As part of the graded protection strategy for implementing the requirements of the new DBT, AMES currently has DOE/AMES Site Office approval to utilize Order compliance and administrative controls to meet Threat Level 4 requirements. We request that this Order be deleted.
- **Answer 13** – The Order will not be deleted. Prospective Offerors with the appropriate security clearance can request to review the classified version of the Order. An unclassified, Official Use Only version of the DOE Design Basis Threat (DBT) Policy can be made available to any Offeror upon request. The selected Offeror will be required to implement a protective strategy meeting the

appropriate requirements of the DBT Policy. The SEB believes this can be achieved using the unclassified guidance. Any requests must be submitted to the Executive Secretary of the SEB.

- **Question 14** –ISU/AMES and DOE undertook an extensive Necessary & Sufficient Process and identified Work Smart Standards (WSS) appropriate for the work processes and hazards at AMES. The RFP does not include AMES WSS, but a significant number of directives have been added which are potentially duplicative of the WSS. If ISU is the successful bidder, is it DOE’s intent to reinstate AMES’ Work Smart Standards and discuss the applicability of the directives relative to the WSS set?”
- **Answer 14** – Pursuant to RFP Clause I.93, Laws, Regulations and DOE Directives (Deviation), the selected Offeror will perform the work of the contract in accordance with each of the Contractor Requirements Documents appended to the contract until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.